

7457-I

RECORDED

OCT 11 1974

INTERSTATE COMMERCE COMMISSION

[81 Locomotives]

ASSIGNMENT AND AGREEMENT dated as of October 1, 1974 (hereinafter called this Agreement), from BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION (hereinafter called the Vendor), as Assignee under an Agreement and Assignment dated as of February 1, 1974 (hereinafter called the First Conditional Sale Assignment), to FEDERAL FINANCING BANK (hereinafter called the Lender).

WHEREAS General Motors Corporation (Electro-Motive Division) (hereinafter called the Builder) and National Railroad Passenger Corporation (hereinafter called Amtrak) have entered into a Conditional Sale Agreement dated as of February 1, 1974, as amended by agreements dated as of June 1, 1974, and September 1, 1974 (hereinafter called the Conditional Sale Agreement), providing for the sale to Amtrak of the locomotives described in Schedule A thereto (hereinafter called the Equipment); and

WHEREAS certain interests of the Builder under the Conditional Sale Agreement were assigned to the Vendor pursuant to the First Conditional Sale Assignment; and

WHEREAS First Security Bank of Utah, National Association, not in its individual capacity but solely as

Trustee under a Trust Agreement dated as of January 1, 1974 (hereinafter called the Trustee), purchased the Equipment from Amtrak under a Sale and Lease Back Agreement dated as of February 1, 1974 (hereinafter called the Sale and Leaseback), and then leased the Equipment back to Amtrak pursuant to an Equipment Lease dated as of February 1, 1974, as amended by agreements dated as of June 1, 1974, and September 1, 1974 (hereinafter called the Lease); and

WHEREAS certain interests of the Trustee under the Lease were assigned to the Vendor pursuant to an Assignment of Lease and Agreement dated as of February 1, 1974, amended as of September 1, 1974 (hereinafter called the Lease Assignment;

WHEREAS said Conditional Sale Agreement and First Conditional Sale Assignment, Sale and Leaseback, Lease and Lease Assignment, as originally executed and delivered, were filed with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and assigned recordation numbers 7457, 7457-A, 7457-B and 7457-C, respectively.

NOW, THEREFORE, in consideration of payment to the Vendor as of the date hereof of an amount equal to the unpaid Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement), and other good and valuable consideration paid by the Lender to the Vendor, the receipt of which is hereby acknowledged:

1. The Vendor hereby assigns, transfers and sets over unto the Lender all the Vendor's right, title and interest, powers, privileges, remedies and other benefits under the Conditional Sale Agreement and the Lease, and in and to any and all amounts which may be or become due or owing to the Vendor on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from Amtrak under the Conditional Sale Agreement or the Lease, other than those excluded pursuant to the First Conditional Sale Assignment or the Lease Assignment, subject to the provisions of the Guaranty Agreement among the Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation (hereinafter called the Administrator), the Vendor and the Trustee, dated March 29, 1974, and amended June 27, 1974 (hereinafter called the Guaranty Agreement), and without any recourse against the Vendor for or on account of the failure of Amtrak to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement or the Lease. It is understood and agreed that the Vendor makes no representations or warranties to the Lender in respect of the subject matter hereof, other than that the Vendor has not taken any action which would

impair the rights, titles and interests assigned to it pursuant to the First Conditional Sale Assignment and the Lease Assignment and other than as provided in Sections 1 and 2(g) of the Agreement dated as of September 1, 1974, between the Vendor and the Lender.

2. In furtherance of the foregoing, the Vendor hereby authorizes and empowers the Lender, in the Lender's own name, or in the name of the Lender's nominee, or in the name of and as attorney hereby irrevocably constituted for the Vendor, to ask, demand, sue for, collect, receive, compound and give acquittance for any and all sums to which the Lender is or may become entitled under this Agreement, to enforce compliance by Amtrak with the terms and agreements on its part to be performed under the Conditional Sale Agreement and the Lease, at the expense and liability and for the sole benefit of the Lender, to endorse any checks or other instruments or orders in connection therewith, and to file any claims or take any action or institute any proceedings which to the Lender may seem to be necessary or advisable under the Conditional Sale Agreement or the Lease.

3. The Vendor will from time to time and at all times, at the request of the Lender or its successors or assigns, make, execute, acknowledge, deliver and file, register, deposit and record (and will refile, reregister

rerecord or redeposit whenever required) any and all such further instruments of assignment, transfer and assurance, and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Lender or intended so to be.

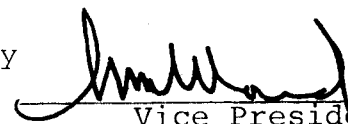
4. The Lender may reassign all or any of the rights assigned to it hereunder.

5. This Agreement shall be governed by the laws of the State of California, except to the extent Federal laws apply. The parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act. Although this Agreement is dated as of the date set forth above, for convenience, the actual date of execution by the Vendor is the date stated in the acknowledgment hereto annexed.

IN WITNESS WHEREOF, the Vendor has caused this instrument to be executed in its corporate name by its officer thereunto duly authorized, and its corporate seal to be hereunto affixed and duly attested.

BANK OF AMERICA NATIONAL
TRUST AND SAVINGS ASSOCIATION,

by


Vice President

[Corporate Seal]

Attest:

Ellen K. Moran

STATE OF CALIFORNIA,)
) ss.:
CITY AND COUNTY OF SAN FRANCISCO,)

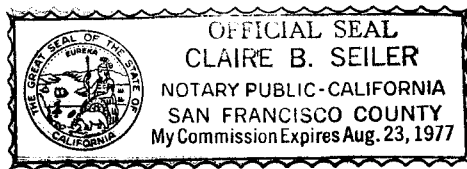
On this *7th* day of October 1974, before me personally appeared *Wm. Ward*, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, that the seal affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

Claire B. Seiler

Notary Public

[Notarial Seal]

My Commission expires:



GUARANTY BY DEPARTMENT OF TRANSPORTATION

The Federal Railroad Administrator on behalf of the Secretary of the Department of Transportation of the United States of America (hereinafter called the Administrator), does hereby guarantee to Federal Financing Bank, as Assignee, named in the foregoing Assignment and Agreement dated as of October 1, 1974, and to its successors and assigns the prompt payment by National Railroad Passenger Corporation (hereinafter called Amtrak) of the unpaid Conditional Sale Indebtedness and interest thereon under the Conditional Sale Agreement (referred to in said Assignment and Agreement), pursuant to and in accordance with the Guaranty Agreement dated March 29, 1974, and amended June 27, 1974, among the Administrator, as Guarantor, First Security Bank of Utah, National Association, as Trustee under a Trust Agreement dated as of January 1, 1974, and Bank of America National Trust and Savings Association.

The Administrator, pursuant to said Conditional Sale Agreement, approves the assignment or transfer made by the foregoing Assignment and Agreement, and the acquisition by the Federal Financing Bank, and its successors and assigns, of interests therein.

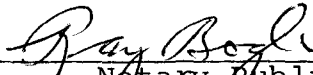

Federal Railroad Administrator

Attest:


Chief Counsel F. R. A.

CITY OF WASHINGTON,)
) ss.:
DISTRICT OF COLUMBIA,)

On this *9th* day of October 1974, before me personally appeared *John W. Ingram*, to me personally known, who, being by me duly sworn, says that he is the Federal Railroad Administrator, that the foregoing instrument was signed by him by authority duly delegated to him by the Secretary of Transportation; and he acknowledged that the execution of the foregoing instrument was his free act and deed as the Federal Railroad Administrator.



Notary Public

[Notarial Seal]

My Commission expires: My Commission Expires April 30, 1977

ACKNOWLEDGMENT OF NOTICE OF ASSIGNMENT

NATIONAL RAILROAD PASSENGER CORPORATION and
FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, not in
its individual capacity but solely as Trustee under a Trust
Agreement dated as of January 1, 1974, hereby acknowledge
due notice of and consent to the assignment made by the fore-
going Assignment and Agreement.

Dated: October 11, 1974

NATIONAL RAILROAD PASSENGER
CORPORATION,

by Robert E. Moot
Vice President

FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION, as Trustee

by Steve G. Allen
Vice President